

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 15, 2005

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance *J.V.*

Staff Contact Person: Ann Riger

AGENDA ITEM WORDING: Approval of a Renewal Agreement with State Representative Ken Sorensen, Ph.D., to lease office space at the Marathon Government Center Annex.

ITEM BACKGROUND: On July 31, 2005, the current lease for approximately 191 square feet of office space for State Representative Ken Sorensen Ph.D. will expire. Mr. Sorensen's term will expire on November 30, 2006. It is the opinion of the County Attorneys office to extend the lease until the end of his term, plus an extra month to move out.

PREVIOUS RELEVANT BOCC ACTION: On May 21, 2003, the BOCC approved a two year Lease Agreement (four years upon re-election) with State Representative Ken Sorensen for office space in the Marathon Government Center Annex.

CONTRACT/AGREEMENT CHANGES: Renewal period to commence August 1, 2005 and expire December 31, 2006.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes N/A No

COST TO COUNTY: N/A

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


Dent Pierce

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Ken Sorensen Contract #
 Effective Date: 08/01/05
 Expiration Date: 12/31/06

Contract Purpose/Description:

To renew lease for office space at the Marathon Government Center Annex for State Representative Ken Sorensen.

Contract Manager: Ann Riger 4549 Facilities Maint/Stop #4
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 06/15/05 Agenda Deadline: 05/31/05

CONTRACT COSTS

Total Dollar Value of Contract: \$ N/A Current Year Portion: \$ N/A
 Budgeted? Yes ☐ No ☐ Account Codes:
 Grant: \$ N/A
 County Match: \$ N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
Risk Management	<u>5-3-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawik</u>	<u>5-3-05</u>
O.M.B./Purchasing	<u>5/23/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Quaynor-Barker</u>	<u>5-24-05</u>
County Attorney	<u>5-3-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u> </u>	<u>5/5/05</u>

Comments:

RECEIVED

OMB Form Revised 2/27/01 MCP #2

MAY 06 2005

BY:

RECEIVED

MAY 25 2005

BY:

RENEWAL AGREEMENT
(Office Space for State Representative Ken Sorensen)

THIS RENEWAL AGREEMENT is made this 15th day of June, 2005 between the Board of County Commissioners of Monroe County, Florida, and the Florida House of Representatives, Ken Sorensen, Ph.D., an elected official with the State of Florida, in order to renew the original agreement between the parties dated May 21st, 2003 (a copy which is incorporated hereto by reference) as follows:

1. Renew Lease for approximately 191 square feet of office space for State Representative Ken Sorensen at the Marathon Government Center Annex commencing August 1, 2005, and terminating December 31, 2006.
2. In all other respects, the original Agreement dated June 15, 2005 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

(Seal)

Attest:

FLORIDA HOUSE OF REPRESENTATIVES
KEN SORENSEN

By: _____

By: Ken Sorensen
State Representative

Title: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Suzanne A. Hutton
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date 5/03/05

AGREEMENT

THIS AGREEMENT, made this 21st day of May, 2003 by and between the Board of County Commissioners of Monroe County, Florida (hereinafter referred to as BOCC) and the Florida House of Representatives, Ken Sorensen, Ph.D. (hereinafter referred to as State Representative), an elected official with the State of Florida.

WHEREAS, the BOCC leases premises to other governmental agencies serving the County community; and

WHEREAS, State Representative has requested use of County office space; and

WHEREAS, The BOCC has determined that it is in the best interests of Monroe County to provide approximately 191 square feet of office space at the Marathon Government Center Annex, located on 63rd Street in the City of Marathon;

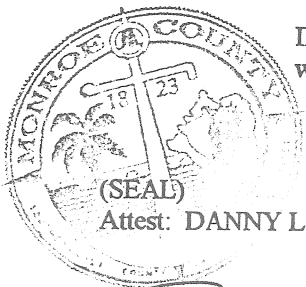
NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Contract Term This agreement is for the period commencing 8/1/03 and terminating on 7/31/05
2. BOCC Responsibility. The BOCC shall direct its Administrator, Department Heads, County Attorney and staff to provide certain facilities and support to the State Representative as can be provided without requiring an increase in personnel or any purchase or lease of real property.
3. Relationship of Parties. The State Representative is, and shall be, in the performance of all works, services, and activities under this Agreement, an independent state agency, and not an employee, agent or servant of the BOCC. The State Representative shall exercise control, direction, and supervision over the means, manner personnel and volunteers through with it performs the work. Although this Agreement is a cooperative agreement, similar in many respects (but not all) to a partnership, the State Representative shall have no authority whatsoever to act on behalf and/or as agent for the BOCC in any promise, agreement or representation other than specifically provided for in this agreement. The BOCC shall at no time be legally responsible for any negligence on the part of the State Representative, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.
4. Modification. Additions to, modification to, or deletions from the provision of this contract may be made only in writing and executed by the BOCC. No modification shall become effective without written approval of both parties.
5. Breach and Penalties. The parties agree to full performance of the covenants contained in the contract. Both parties reserve the right, at the discretion of each, to terminate the services in this contract for any misfeasance, malfeasance or nonperformance of the contract terms or negligent performance of the contract terms by the other party. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.
6. Indemnification and Hold Harmless. The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 and 440, arising out of the activities governed by this agreement.

Each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

7. Laws and Regulations.
- a) This Agreement shall be construed by and governed under the laws of the State of Florida unless in an area of law pre-empted by federal law. The State Representative agrees for venue of any dispute to lie in Monroe County, Florida.
 - b) The State Representative shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age or national origin in the performance of work under this Agreement.
 - c) Any violation of said statutes, ordinances, rules, regulations and executive orders shall constitute a material breach of this Agreement and shall entitle the BOCC to terminate this Agreement immediately upon delivery of written notice to the State Representative.
8. Taxes. The BOCC is exempt from Federal, Excise and State of Florida Sales Tax.
9. Finance Charges. The BOCC will not be responsible for any finance charges.
10. Severability. If any provision of this contract shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this contract shall be valid and enforceable to the fullest extent permitted by law.
11. Force Majeure. The State Representative shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its sub-contractors or suppliers, including labor dispute, strike, labor shortage, war or act of war, whether an actual declaration thereof is made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the State Representative has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of the Agreement. The State Representative shall notify the BOCC of any delay or failure to perform within five (5) days of such action. Upon demand of the BOCC, the State Representative must furnish evidence of the causes of such delay or failure.
12. Assignment. The State Representative shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform services under this contract without first obtaining the written consent of the BOCC. In the event of such consent, this agreement shall be binding upon the State Representative's successors and assigns.
13. Disclosure. The State Representative shall be required to list any or all potential conflicts of interest, as defined by Florida statutes Chapter 112, Part III and the Monroe County Ethics Ordinance. The State Representative shall disclose to the BOCC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may constitute a conflict under said laws.
14. Additional Conditions. The State Representative agrees to accept additional conditions governing the use of funds or performance of work as may be required by federal, state or local statute, ordinance or regulation or by other policy adopted by the BOCC. Such additional conditions shall not become effective until the State Representative has been notified in writing and no such additional conditions shall be imposed retroactively.
15. Independent Professional Judgment. The State Representative shall at all times exercise independent professional judgment and shall assume full responsibility for the service to be provided and work to be completed.

16. Care of Property. The State Representative shall be responsible to the BOCC for the safekeeping and proper use of the property entrusted to the State Representative's care, and to process all documents necessary to continue, without interruptions, any maintenance or service contracts relating to such equipment for its service life.
17. Ethics Clause. The State Representative warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any BOCC officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former State Representative or BOCC officer or employee.
18. Termination. Termination of this Agreement shall occur at the Natural ending date, or earlier should either party determine that there has occurred any material breach of any covenants herein contained, or either party otherwise deems it in their best interest to terminate. Termination may be with or without cause, and shall require written notice to be given to the other party as follows:
- a) In the event either party terminates for breach of contract, termination shall be effective at such time as the terminating party shall declare in its act to terminate for cause, with a minimum of fourteen days notice in writing required prior to effective termination.
 - b) In the event either party terminates without cause, the termination shall not take effect until at least sixty days subsequent to written notice to the other party, and the effective date of termination shall be specified in said notice.
19. Full Agreement. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein and in duly executed amendments under paragraph 6 hereof.



(SEAL)
Attest: DANNY L. KOLHAGE, Clerk

By *Jamela Hancock*
Deputy Clerk

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *Legia M. Spelman*
Mayor/Chairman

(SEAL)
Attest:

By _____

Title _____

FLORIDA HOUSE OF REPRESENTATIVES
KEN SORENSEN

By *Ken Sorensen*

Title STATE REPRESENTATIVE

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY *Suzanne A. Hutton*
SUZANNE A. HUTTON

DATE 5/05/03